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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

13

14 SRI LOUISE COLES, et al.) **File No. C03-2961 TEH (JL)**

15 Plaintiffs)

16 vs.)

17 CITY OF OAKLAND, a municipal entity, et al.)

18 Defendants)

19 LOCAL 10, INTERNATIONAL LONGSHORE)
20 AND WAREHOUSE UNION, et al.,)

21 Plaintiffs,)

22 vs.)

23 CITY OF OAKLAND; et al.,)

24 Defendants.)

25 _____)

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3 WHEREAS, discovery in the above-captioned case (the "Litigation") is ongoing; and

4 WHEREAS, information and documents which may be sought in discovery and which may
5 be exchanged among the parties and their respective counsel may be of a confidential, private
6 and/or proprietary nature and one of the purposes of the order is to protect the confidentiality of
7 such information;

8 IT IS HEREBY STIPULATED between all Plaintiffs and their attorneys, by and through
9 their attorneys JAMES CHANIN, individually and on behalf of the LAW OFFICES OF JAMES
10 B. CHANIN, JOHN L. BURRIS, Esq. individually and on behalf of the LAW OFFICES OF JOHN
11 L. BURRIS, MICHAEL HADDAD, individually and on behalf of HADDAD & SHERWIN, and
12 Defendant CITY OF OAKLAND, by and through its attorney GREGORY J. FOX, as follows:

13 1. Any "document" (defined herein as including documents, exhibits, answers to
14 interrogatories, responses to requests for admissions and deposition transcripts) produced either by
15 a party or by a nonparty to or for any of the parties shall be governed by this stipulation and
16 protective order if it contains or comprises confidential or personal information relating to any
17 individual.

18 2. Any of the following categories of documents produced by any party or nonparty
19 as part of discovery in this action can be designated by said producing entity as "Confidential."
20 Absent a specific order by this Court, such information, once designated as such, shall be used by
21 the parties solely in connection with the above-captioned proceeding, and not for any other
22 purpose or function and such information shall not be disclosed to anyone except as provided
23 herein. Any of the following documents shall be defined as "confidential" without the necessity of
24 a prior designation:

25 (a) Personnel files and/or personnel records as defined by California Penal
26 Code sections 832.5, 832.7 regarding any officer of the Oakland Police
27 Department.

28 (b) Records of the finances of individuals.

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2 (c) Records of investigations, including Shooting Review Boards, conducted by
 3 the Oakland Police Department for the purpose of evaluating the
 4 department's training or policy (excluding all such records already produced
 5 as of the date of entry of this protective order).

6 (d) Medical Records.

7 (e) Any Oakland Police Department policy or procedure already designated by
 8 the department as "Restricted".

9 Parties to this action may agree at a future time to expand or narrow this definition of
 10 "Confidential Records." The parties may not deem "confidential" any records that are already in
 11 the public domain or that have not been kept confidential by the Oakland Police Department,
 12 accept as otherwise provided herein.

13 3. Any party or nonparty wishing to comply with the provisions of this stipulation
 14 and protective order shall designate the documents, or portions thereof, which are considered
 15 confidential at the time such documents are produced by marking them "Confidential" or by
 16 notifying counsel for all parties to whom documents have been produced within ten (10) days of
 17 production that a particular document that has been produced is designated "Confidential." For
 18 deposition testimony, the witness or his counsel shall invoke the provisions of the stipulation and
 19 protective order by stating on the record during the deposition that testimony given at the
 20 deposition is designated "Confidential" or by designation of the deposition transcript, or portions
 21 thereof, as "Confidential" within fourteen (14) days after counsel receives the deposition transcript.
 22 No person shall attend portions of the depositions designated "Confidential" unless such person is
 23 an authorized recipient of documents containing such confidential information under the terms of
 24 the stipulation and protective order. Any court reporter who transcribes testimony in this action at
 25 a deposition shall agree that all "Confidential" testimony is and shall remain confidential and shall
 26 not be disclosed except as provided in this stipulation and order, and that copies of any transcript,
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2 reporter's notes or any other transcription records of any such testimony will be retained in
3 absolute confidentiality and safekeeping by such shorthand reporter or delivered to attorneys or
4 record or filed under seal with the Court.

5 4. If any document designated to be confidential pursuant to this stipulation and
6 order is used during the course of a deposition herein, that portion of the deposition record
7 reflecting such confidential information shall be sealed and stamped as AConfidential,@ and
8 access thereto shall be limited pursuant to the other terms of the stipulation and order. If counsel
9 subsequently designates any deposition transcript, or portion thereof, as AConfidential,@
10 pursuant to paragraph 3, counsel shall inform the court reporter so that the court reporter will
11 treat the transcript as confidential pursuant to their terms of this stipulation and order.
12

13 5. Documents marked "Confidential," or copies or extracts therefrom and the
14 information therein, may be given, shown, made available to, or communicated in any way only to
15 parties, including an officer, director, manager, supervisor, or in-house counsel of a party; counsel
16 for the parties, including certified law students, or an employee or contractor of such counsel to
17 whom it is necessary that the material be shown for purposes of this litigation; other employees of
18 a party for the sole purpose of working directly on the litigation; and third party consultants and
19 independent experts to whom it is necessary that the material be shown for purposes of this
20 litigation.
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23 6. If an attorney for any party in this litigation desires to give, show, make available
24 or communicate any document marked "Confidential" to any person who is not specifically
25 authorized to have access to such document pursuant to paragraph 5, the requesting attorney will
26 disclose to the attorney for the party who produced the document the name of the person to whom
27 disclosure of the document is sought. The attorneys will then have ten (10) days to negotiate the
28 terms of disclosure to that person and, if no agreement can be reached, the requesting attorney may

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2 seek leave of court on notice to make the disclosure in question.

3 7. Each person other than employees or contractors permitted by the parties or their
4 counsel to have access to documents marked "Confidential" pursuant to terms of this stipulation
5 and order shall, prior to being afforded such access, be shown the stipulation and protective order
6 and shall sign an agreement in the form attached hereto as Exhibit "A" stating that he or she has
7 read and understands its terms and shall abide by them. A file shall be maintained by the attorneys
8 or record of all written agreements signed by persons to whom such documents have been given,
9 which file shall be available for inspection in camera by the Court upon a showing of good caused
10 pursuant to a noticed motion.

11 8. In addition to the foregoing restrictions on access to documents, the parties agree
12 that no person other than counsel shall have access to any of the following documents which are
13 unrelated to job performance or which contain specific identity information (such as personal
14 addresses or social security numbers):

15 (a) Records maintained by a Oakland Police Department on any other police
16 officer.

17 (b) Records maintained by the Oakland Police Department on any of its
18 employees.

19 (c) Any record setting forth the address of any party or witness to the action.

20 The documents referred to in this paragraph may be revealed only to counsel of record for
21 the plaintiff, including certified law students, or an employee or contractor of such counsel to
22 whom it is necessary that the material be shown for purposes of this litigation; third party
23 consultants and independent experts to whom it is necessary that the material be shown for
24 purposes of this litigation; and any other person as to whom the parties first agree in writing,
25 which agreement will not be unreasonably withheld.

26 9. The parties agree that the parties will follow Local Rule 79-5 with respect to the
27 use of any documents covered by this stipulation.

28 10. The attorney for the party designating information as "Confidential" shall, in the

1 first instance, in good faith determine whether information constitutes confidential information
2 covered by the stipulation and protective order. The attorney for the receiving party is to make a
3 good faith review of the designated materials. Should the attorney for the receiving party object to
4 such confidential designation, that party must notify the producing party in writing within thirty
5 (30) days of the date of service of written responses to interrogatories or requests for admissions,
6 or thirty (30) days following the date of service of documents in response to a demand for
7 production of documents. In the case of deposition testimony and/or exhibits thereto, the objecting
8 party must notify the producing party in writing of its objection and proposed alternative
9 designation within thirty (30) days of the date of service of the producing party's designation.

10 Within fifteen (15) days following the service of the objecting party's written objections
11 (the "Meet and Confer Period"), the parties shall meet and confer in writing to resolve such
12 objections. If the parties resolve such objections, the information shall reflect the designation, or
13 lack thereof, as agreed by the parties. If, however, the parties are unable to resolve such
14 objections, the producing party shall, within fifteen (15) days, following the termination of the
15 Meet and Confer Period, apply to the Court to classify the designated information otherwise;
16 provided however, that any information, the designation of which is subject to dispute, shall be
17 treated as confidential subject to stipulation and protective order pending further order of the
18 Court. If the producing party fails to apply to the Court within the allotted time, the information
19 will be redesignated to conform to the objecting party's last proposed alternative designation. The
20 party who desires to have any document accorded confidentiality shall bear the burden of proving
21 that each such document is entitled to the protection accorded to confidential documents.

22 11. No party shall be obligated to challenge the propriety of any designation of any
23 "confidential" information by the other party or person and the failure to do so shall not constitute
24 a waiver or otherwise preclude a subsequent challenge to the designation.

25 12. The attorneys of record for the parties are in accord with the above terms of this
26 stipulation and protective order as acknowledged hereafter by their signatures, and have requested
27 the Court to enter this stipulation and protective order.

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2 13. The terms of this stipulation and protective order shall apply to all manner and
3 means of discovery, including inspection of books, records and documents.

4 14. This stipulation and protective order shall be effective from the date of the
5 execution of the order.

15. Upon termination of this litigation, the originals and all copies of confidential documents shall be turned over to counsel for the party who produced such documents or disposed of in some other manner that is mutually agreeable among the parties.

16. This stipulation and protective order is entirely without prejudice to the right of anyone to apply to the Court for an order modifying this stipulation and protective order in any respect. The Court retains jurisdiction for six (6) months after the termination of this action to enforce this order and, upon motion of any party hereto, to make amendments, modifications, deletions or additions to this order as the court may deem appropriate.

14 17. The termination of proceedings in this action shall not thereafter relieve the
15 parties from the obligations of maintaining the confidentiality of all material designated as
16 confidential which is received pursuant to this stipulation and order; provided, however, that this
17 paragraph shall not apply to any material which is or becomes publicly available.

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19 IT IS SO STIPULATED.

20 Dated: August 11, 2005

21 /s/ _____

22 JOHN L. BURRIS,
Attorney for Local 10 Plaintiffs

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24 Dated: August 11, 2005

25 /s/

26 JULIE HOUK
27 Attorney for Local 10 Plaintiffs
(with JAMES CHANIN)

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2 Dated: August 11, 2005

3 /s/ _____
4 MICHAEL J. HADDAD
5 Attorney for Plaintiffs Sri Louise Coles” et al.

6 Dated: August 11, 2005

7 /s/ _____
8 GREGORY M. FOX
9 Attorney for Defendants City of Oakland et al.

10 *I hereby attest that I have on file all holograph signatures for any signatures indicated by a*
11 *“conformed” signature (/s/) within this e-filed document. Dated: August 11, 2005.*

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13 /s/ _____
14 MICHAEL J. HADDAD

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16 BY STIPULATION OF THE PARTIES, IT IS SO ORDERED.

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19 _____
20 DATE

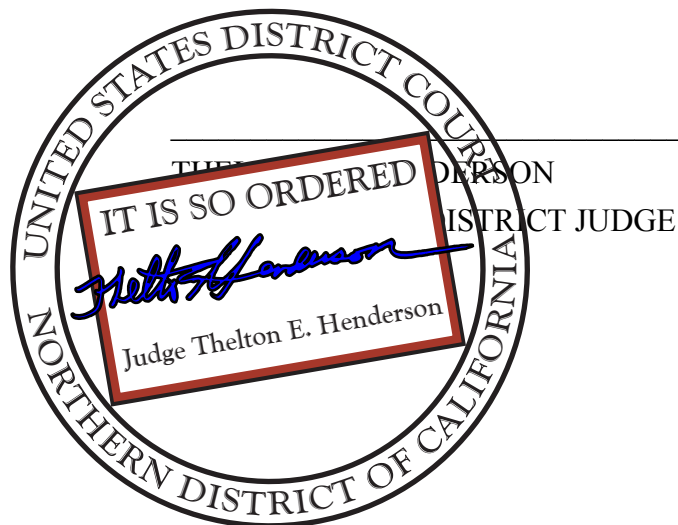


EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____[print or type full name], of
 _____[print or type full address], declare that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the United States Court
 for the Northern District of California on _____[date] in Case Nos. C-03-2961
 and 2962 TEH (JL). I agree to comply with and be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective Order to any person or
 entity except in compliance with the provisions of this Order. I further agree to submit to the
 jurisdiction of the United States District for the Northern District of California for the purpose of
 enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings
 occur after termination of this action.

I hereby appoint _____[print or type full name]
 of _____[print or type full
 address and telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____